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12 Attorneys for United States of America

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,
16 Plaintiff,
17 v.
18 APPROXIMATELY \$17,300 in U.S.
19 CURRENCY,
20 Defendant.

No. 09-00265 JCS

SETTLEMENT AGREEMENT

21 The parties stipulate and agree as follows:

22 1. Plaintiff is the United States of America ("United States"). Defendant is
23 approximately \$17,300 in United States Currency ("defendant currency"). Potential claimant
24 Rand Stuart Graynor, the only person known to have an interest in the defendant funds, was
25 served by mail, and the parties agreed to extend the date for Mr. Graynor to file a claim. To date,
26 no one has filed a claim or answer asserting an interest in the defendant funds. As a result, only
27 Mr. Graynor has a right to file a claim for the defendant currency. The United States and
28 potential claimant are hereafter referred to as the "parties" in this document which is hereinafter
referred to as the "Settlement Agreement" or "Agreement."

2. The parties agree that the resolution of the lawsuit is based solely on the terms stated in this Settlement Agreement. It is expressly understood that this Agreement has been freely and voluntarily entered into by the parties. The parties further agree that there are no express or implied terms or conditions of settlement, whether oral or written, other than those set forth in this Agreement. This Agreement shall not be modified or supplemented except in writing signed by the parties. The parties have entered into this Agreement in lieu of continued protracted litigation and District Court adjudication.

3. The parties further agree that this Settlement Agreement does not constitute precedent on any legal issue for any purpose whatsoever, including all administrative proceedings and any lawsuits.

4. This settlement is a compromise over disputed issues and does not constitute any admission of wrongdoing or liability by any party.

5. The parties have agreed that the United States will return \$7,300.00 of the defendant currency (and all interest accrued thereon) to Mr. Graynor. The return of \$7,300.00 shall be in full settlement and satisfaction of any and all claims by claimant, his heirs, representatives and assignees to the defendant currency. Mr. Graynor, his heirs, representatives and assignees, shall hold harmless the United States, any and all agents, officers, representatives and employees of same, including all federal, state and local enforcement officers, for any and all acts directly or indirectly related to the seizure of defendant currency and the facts alleged in the Complaint for Forfeiture filed on or about January 22, 2009.

6. Mr. Graynor agrees that sufficient evidence exists to establish forfeiture of the remainder of the defendant currency (\$10,000.00 plus all interest accrued thereon), pursuant to Title 21, United States Code, Section 881(a)(6), and consents to the forfeiture of the remainder of the defendant currency to the United States without further notice to her. Mr. Graynor further relinquishes all right, title and interest in the remainder of the defendant currency, and agrees that said property shall be forfeited to the United States and disposed of according to law by the United States.

7. The United States and Mr. Graynor agree that each party shall pay its own

attorneys' fees and costs.

8. Based on the foregoing Settlement Agreement between the United States, Mr. Graynor, the Parties agree that, subject to the Court's approval, this action be and hereby is DISMISSED and that the proposed JUDGMENT OF FORFEITURE which is submitted with this Settlement Agreement be entered.

IT IS SO STIPULATED:

JOSEPH P. RUSSONIELLO
United States Attorney

Dated: 9/14, 2009

DAVID COUNTRYMAN
Assistant United States Attorney

Dated: 9/10, 2009

RANDY SUE POLLOCK
Attorney for Potential Claimant
Rand Stuart Graynor

Dated: 9/8/09, 2009

Rand Stuart Graynor
Potential Claimant

BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS DAY OF Sept. 15, 2009

